



201011090081
Skagit County Auditor

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RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this FIFTH day of OCT, 2010, between **511 MORRIS STREET LLC**, a Washington Limited Liability Company, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water, sewer and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water, sewer and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P24711/Tax Account No. 340414-0-017-0001 - Exhibit "A" Easement Map Attached

The Easterly 20 feet of that portion of the Southwest ¼ of Section 14, Township 34 North, Range 4 East, W.M., conveyed to Annette Iversen by a Special Warranty Deed recorded June 19, 2001 as Skagit County Auditor's File No. 200106190112, Records of Skagit County, Washington.

More particularly described as follows;

Commencing at the most Northeasterly corner of said parcel which being the POINT OF BEGINNING;

Thence South 19°16'25" East along the Westerly line of State Route 9 for a distance of 144.36 feet to the beginning of a curve bears South 70° 43'35" West, concave to the west having radius of 447.46 feet;

Thence Southwesterly 297.68 feet along said curve and Westerly line of State Route 9 through a central angle of 38°07'01";

Thence perpendicular from the curve, North 71°09'24" West for a distance of 20.00 feet to the beginning of a curve that radius of which bears North 71°09'24" West a distance of 427.46 feet;

Thence Northerly 284.38 feet along said curve and parallel with State Route 9 through a central angle of 38°07'01";

Thence North 19°16'25" West for a distance of 144.36 feet more or less to the northerly line of said parcel;

Thence North 70°43'35" East for a distance of 20.00 feet to the POINT OF BEGINNING.

TOGETHER WITH a TEMPORARY CONSTRUCTION easement over the Southerly 40 feet of said Easterly 20 over across and under an additional 20-foot width of land abutting and adjoining the West line of the Southerly 40 feet of said Easterly 20 feet.

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor(s); also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor(s) which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor(s) agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantor(s), their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantor(s) shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

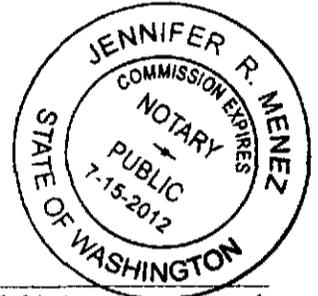
The Grantor(s) also agree to and with the District that the Grantor(s) lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantor(s) will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantor(s) hereunto sets his hand and seal this 6 day of 10, 2010.

Paul Ware
Signature

WEUTRO
Print Title
6 FULL WARE FOR 511 MORRIS ST LLC
Print Name



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Paul Ware is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PUD UTILITY EASEMENT of 511 MORRIS STREET LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Jennifer Menez
Notary Public in and for the State of Washington
My appointment expires: 7-15-2012

Signature

Payment
Print Title
**SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX**
Print Name

NOV 09 2010

Amount Paid \$
Skagit Co. Treasurer
By JRM Deputy

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of 511 MORRIS STREET LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

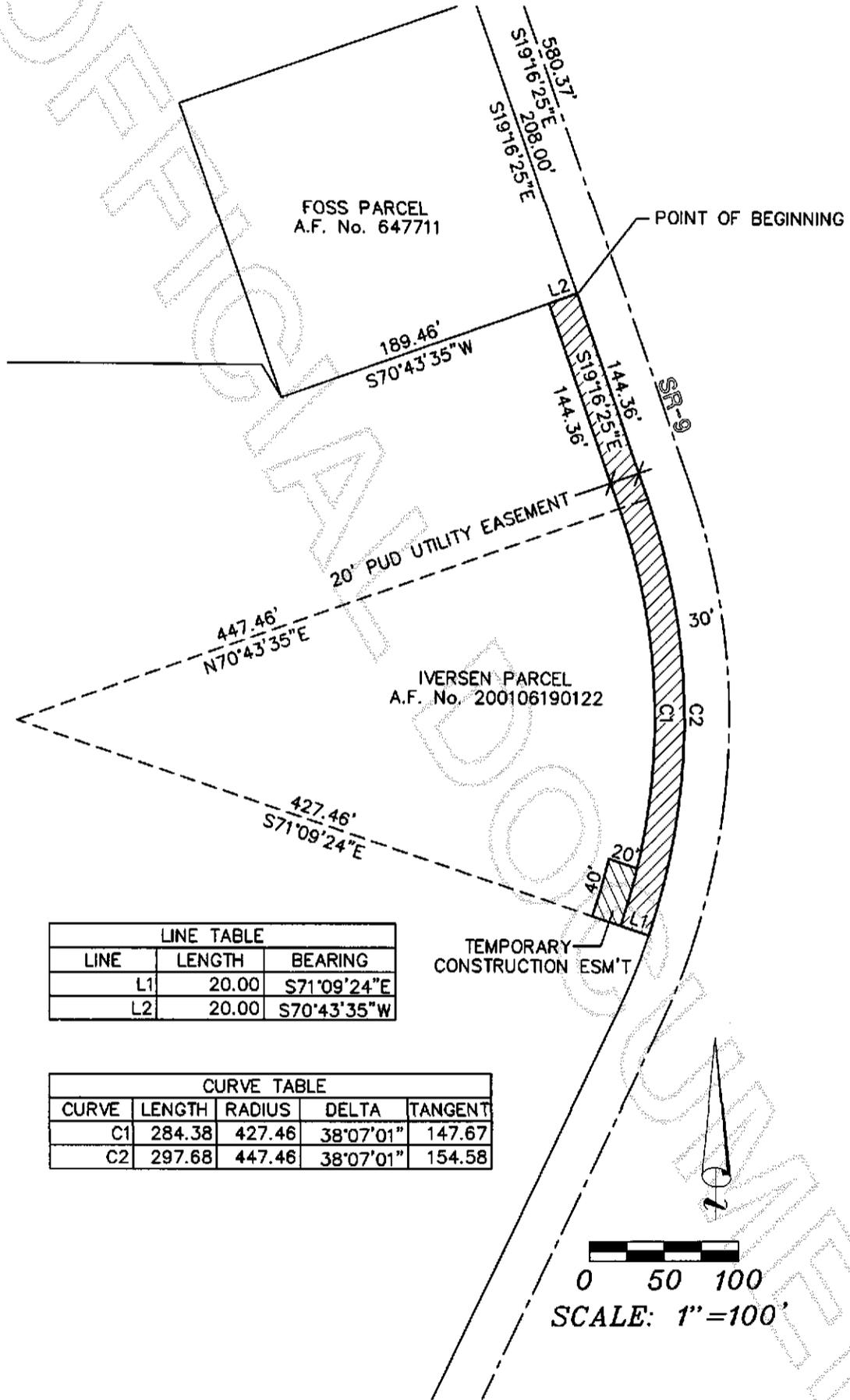
Notary Public in and for the State of Washington
My appointment expires: _____



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EXHIBIT A



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	S71°09'24"E
L2	20.00	S70°43'35"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	284.38	427.46	38°07'01"	147.67
C2	297.68	447.46	38°07'01"	154.58



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N.O. _____
T.O. _____